

UNITED STATES  
DEPARTMENT OF  
AGRICULTURE

COMMODITY  
CREDIT  
CORPORATION

KANSAS CITY  
COMMODITY OFFICE  
P.O. BOX 419205  
KANSAS CITY, MO 64141-6205

**EFFECTIVE: March 1, 2005**

# **ANNOUNCEMENT KC-P-BAGS-308**

## **PURCHASE OF BAGS AND TWINE FOR USE IN EXPORT PROGRAMS**



# TABLE OF CONTENTS

## BAGS AND TWINE

	<u>Page</u>
1. GENERAL.....	1
2. ELIGIBILITY OF OFFERORS.....	2
3. SUBMISSION OF OFFERS .....	4
4. ACCEPTANCE OF OFFERS .....	5
5. PROVISIONS OF CONTRACT .....	5
6. NAICS CODE AND SMALL BUSINESS SIZE STANDARD .....	6
7. RESPONSES TO ILLEGAL OR IMPROPER ACTIVITY.....	6
8. PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT .....	8
9. COMMODITY SPECIFICATIONS .....	9
10. QUALITY ASSURANCE .....	10
11. SHIPMENT AND DELIVERY .....	10
12. LIQUIDATED DAMAGES .....	11
13. INVOICES AND PAYMENT .....	11
14. INQUIRIES .....	12
PACKAGING AND MARKING SPECIFICATIONS.....	APPENDIX 2



**ANNOUNCEMENT KC-P-BAGS-308  
PURCHASE OF BAGS AND TWINE  
FOR USE IN EXPORT PROGRAMS**

**1. GENERAL**

**A. Invitation for Offers**

- (1) The Commodity Credit Corporation (CCC) will from time to time issue an invitation for offers under this announcement to sell bags and/or twine (hereinafter referred to as bags and/or twine or product) to CCC for use in export programs.
- (2) The invitation will specify the office to which offers are to be submitted, the closing time for receipt of offers, and provisions applicable to the proposed procurement which are in addition to or different from those set forth herein.

**B. Terms and Conditions**

- (1) Provisions of "General Terms and Conditions For the Procurement of Agricultural Commodities or Services," USDA-1, Revision No. 2, as amended (USDA-1), are incorporated as specified in Section 5 of this announcement.
- (2) Offerors are cautioned to read all terms and conditions of USDA-1, the Total Quality Systems Audit (TQSA) Suppliers Guidelines, this announcement, the appendixes to this announcement, and the invitation.

**C. Online Representations and Certificates Application (ORCA)**

As stated in Notice to the Trade BCD-88, commodity suppliers doing business with USDA are required to submit Annual Representations and Certifications via the Online Representations and Certifications Application (ORCA), a part of the Business Partner Network (BPN) for being awarded contracts. By submission of an offer, the Offeror acknowledges the requirement that a prospective awardee shall be registered in the ORCA database. Please see the following provision:

**52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS**

- (a)(1) If the clause at 52.204-7, Central Contractor Registration, is included in this solicitation, paragraph (b) of this provision applies.

(2) If the clause at 52.204-7 is not included in this solicitation, and the offeror is currently registered in CCR, and has completed the ORCA electronically, the offeror may choose to use paragraph (b) instead of completing the corresponding individual representations and certifications in the solicitation.

The offeror shall indicate which option applies by checking one of the following boxes:

☐ (i) Paragraph (b) applies.

☐ (ii) Paragraph (b) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(b) The offeror has completed the annual representations and certifications electronically via the Online Representations and Certifications Application (ORCA) website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [*offeror to insert changes, identifying change by clause number, title, date*]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR Clauses #	Title	Date	Change
---------------	-------	------	--------

_____	_____	_____	_____
-------	-------	-------	-------

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.

D. Packaging and Marking Specifications

Appendix 2 to this announcement contains the detailed packaging and marking specifications, and other requirements, applicable to the product delivered under this announcement.

## 2. **ELIGIBILITY OF OFFERORS**

To be eligible to submit an offer under this announcement, the offeror must:

A. Central Contractor Registration

Under FAR 52.204-7, Central Contractor Registration (CCR) is incorporated by reference. As stated in Notice to the Trade BCD-63, commodity suppliers doing business with USDA are required to register in the CCR before being awarded contracts. By submission of an offer, the Offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database. If the Offeror is not registered in the CCR database at the time of bid opening, offers will be deemed non-responsive.

Assignees shall be separately registered in the CCR database. Once a contract has been awarded, the Contractor shall not change the name or address for Electronic Funds Transfer (EFT) payments in the CCR record for the purpose of assignment of claims.

On January 1, 2004 CCR assumed all of PRO-Net's search capabilities and functions. Small businesses will no longer need to manually register in both PRO-Net and CCR. Offerors may obtain CCR information and annual confirmation requirements on the Internet at <http://www.ccr.gov> or by calling 1-888-227-2423 or 269-961-5757.

- B. Affirmatively demonstrate responsibility as defined in Federal Acquisition Regulation (FAR) 9.104-1. CCC may request a pre-award survey to be conducted by the Defense Contract Management Command for the purpose of evaluating the offeror's ability to perform the contract.
- C. Meet the definitions of a manufacturer or nonmanufacturer as defined below.
  - (1) Manufacturer means a person that owns, operates, or maintains a factory or establishment that produces on the premises the materials, supplies, articles, or equipment required under the contract and of the general character described by the specifications.
  - (2) Nonmanufacturer means a person that is primarily engaged in the wholesale or retail trade and normally sells the items being supplied to the general public; and will supply the end item of a small business manufacturer or processor made in the United States, or obtains a waiver of such requirement pursuant to 13 C.F.R. 121.406.
- D. Maintain a bona fide business office in the United States for the purpose of selling to CCC the product described in this announcement. Additionally, the offeror must maintain an office, employee, or agent for service of process.
- E. Meet the requirements of the Total Quality Systems Audit (TQSA) program. Offerors shall only be allowed to offer from plants that have been audited under TQSA and have received a score of at least 80 points. However, a result of "0" in any element of the TQSA Report Form TQ-003 would preclude participation in the commodity purchase programs until such time corrective action is implemented and verified as effective. (Element scoring: 0 = one (or more) questions with a result of "0", or four or more questions with a result of "M".) Total Quality Systems Audit Supplier Guidelines setting forth the TQSA requirements may be obtained at the Internet location [www.fsa.usda.gov/pdd/tqsa.htm](http://www.fsa.usda.gov/pdd/tqsa.htm) or by contacting the appropriate Contracting Officer.

### 3. SUBMISSION OF OFFERS

#### A. How to Submit Offers

- (1) Offers must be submitted by regular mail, express mail, facsimile or hand delivered. **(The invitation will specify the office to which offers are to be submitted).** Offers must include a signed original and one copy of the offer form. Reproductions of the offer form are acceptable.
- (2) Envelopes containing the offers are to be sealed and marked with the name and address of the offeror in the upper left corner. Offers submitted by express mail must be sealed inside a second envelope. All envelopes are to have Optional Form OF-17, Offer Label, filled in and attached or must be plainly marked with the following statement: **“DO NOT OPEN UNTIL PRESCRIBED TIME UNDER ANNOUNCEMENT KC-P-BAGS-308 EXPORT INVITATION (Enter Appropriate Invitation Number).”** If overnight/express service is utilized, this statement must be printed clearly on the outer express envelope, not the mailing label.
- (3) Modifications, withdrawals of offers, and price adjustments may be submitted by letter, express mail, facsimile, or hand delivered.
- (4) Modifications, withdrawals of offers, and price adjustments may be submitted via facsimile at the offeror’s risk. CCC will not be responsible for any failure attributed to the transmission or receipt of facsimile changes including, but not limited to the following:
  - a) Receipt garbled or incomplete.
  - b) Availability or condition of the receiving facsimile equipment.
  - c) Incompatibility between the sending and receiving equipment.
  - d) Delay in transmission or receipt of price changes.
  - e) Failure of the bidder to properly identify the information.
  - f) Illegibility of the information.
  - g) Security of data.
- (5) Changes by facsimile must contain the required signatures.

B. Where and When to Submit Offers

- (1) Offers, modifications, withdrawals of offers, and price adjustments must be submitted to the Kansas City Commodity Office (KCCO) and received by the date and local time specified in the invitation for receipt of offers. In the event such date falls on a business day when KCCO is officially closed, offers must be received by the specified time on the next succeeding business day.
- (2) If mailed, express mailed or hand delivered, time of receipt will be the time recorded by the (KCMO) mailroom's time stamp.
- (3) If sent by facsimile, time of receipt will be the time recorded by the KCMO Communication Center's equipment.

C. Destination Delivery Basis

- (1) Offer prices will be quoted and delivery will be f.a.s. vessel to destinations as specified in the contract.
- (2) Cars or trucks are to be unloaded without cost to CCC.

**4. ACCEPTANCE OF OFFERS**

- A. CCC will notify successful offerors on the date specified in the invitation. The date of acceptance by CCC will be the contract date.
- B. In addition to the price, factors considered in accepting offers will include the time of shipment, the total cost to the Government to deliver the product to the ultimate destination, and the responsibility of the offeror as demonstrated by prior contract performance.
- C. CCC may accept or reject any or all offers, or portions thereof.

**5. PROVISIONS OF CONTRACT**

- A. The contract consists of:
  - (1) Contractor's offer.
  - (2) CCC's acceptance.
  - (3) The applicable invitation.
  - (4) This announcement, including Appendix 2.
  - (5) TQSA Supplier Guidelines.
  - (6) USDA-1, except Articles 50, 55, 58, 65, and all of Part E.

- B. If the provisions of USDA-1, TQSA Supplier Guidelines, and this announcement are not consistent, the provisions of this announcement will prevail. If the provisions of USDA-1, TQSA Supplier Guidelines, this announcement, and the invitation are not consistent, those of the invitation will prevail.
- C. No interpretation or amendment of this announcement is valid or enforceable unless such interpretation or amendment is in writing and executed by the contracting officer.

## 6. NAICS CODE AND SMALL BUSINESS SIZE STANDARD

- A. The North American Industry Classification System (NAICS) code for this acquisition and the small business size standard is:

Commodity	NAICS Code	Size Standard (Employees)
Cordage and Twine	314991	500
Textile Bags	314911	500

- B. The small business size standard for a concern which submits an offer in its own name, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

## 7. RESPONSES TO ILLEGAL OR IMPROPER ACTIVITY

- A. Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity

- (1) If the Government receives information that a contractor or a person has engaged in conduct constituting a violation of subsection (a), (b), (c), or (d) of Section 27 of the Office of Federal Procurement Policy Act (41 U.S.C. 423) (the Act), as amended by section 4304 of the 1996 National Defense Authorization Act for Fiscal Year 1996 (Pub. L. 104-106), the Government may:
  - (a) Cancel the solicitation, if the contract has not yet been awarded or issued; or
  - (b) Rescind the contract with respect to which:
    - 1) The contractor or someone acting for the contractor has been convicted for an offense where the conduct constitutes a violation of subsection 27 (a) or (b) of the Act for the purpose of either:
      - a) Exchanging the information covered by such subsections for anything of value; or
      - b) Obtaining or giving anyone a competitive advantage in the award of a Federal agency procurement contract; or



- 2) The head of the contracting activity has determined, based upon a preponderance of the evidence, that the contractor or someone acting for the contractor has engaged in conduct constituting an offense punishable under subsections 27(e)(1) of the Act.
- (2) If the Government rescinds the contract under paragraph A. (1) of this clause, the Government is entitled to recover, in addition to any penalty prescribed by law, the amount expended under the contract.
- (3) The rights and remedies of the Government specified herein are not exclusive, and are in addition to any other rights and remedies provided by law, regulation, or under this contract.

B. Price or Fee Adjustment for Illegal or Improper Activity

- (1) The Government, at its election, may reduce the price of a fixed-price type contract and the total cost and fee under a cost-type contract by the amount of profit or fee determined as set forth in paragraph B. (2) of this clause if the head of the contracting activity or designee determine that there was a violation of subsection 27 (a), (b), or (c) of the Office of Federal Procurement Policy Act, as amended (41 U.S.C. 423), as implemented in section 3.104 of the Federal Acquisition Regulation.
- (2) The price or fee reduction referred to in paragraph B. (1) of this clause shall be:
  - (a) For cost-plus-fixed-fee contracts, the amount of the fee specified in the contract at the time of award;
  - (b) For cost-plus-incentive-fee-contracts, the target fee specified in the contract at the time of award, notwithstanding any minimum fee or “fee floor” specified in the contract;
  - (c) For cost-plus-award-fee contracts:
    - 1) The base fee established in the contract at the time of contract award;
    - 2) If no base fee is specified in the contract, 30 percent of the amount of each award fee otherwise payable to the contractor for each award fee evaluation period or at each award fee determination point.

- (d) For fixed-price-incentive contracts, the Government may:
  - 1) Reduce the contract target price and contract target profit both by an amount equal to the initial target profit specified in the contract at the time of contract award; or
  - 2) If an immediate adjustment to the contract target price and contract target profit would have a significant adverse impact on the incentive price revision relationship under the contract, or adversely affect the contract financing provisions, the contracting officer may defer such adjustment until establishment of the total final price of the contract. The total final prices established in accordance with the incentive price revision provisions of the contract award and such reduced price shall be the total final contract price.
- (e) For firm-fixed-price contracts, by 10 percent of the initial contract price or a profit amount determined by the contracting officer from records or documents in existence prior to the date of the contract award.
- (3) The Government may, at its election, reduce a prime contractor's price or fee in accordance with the procedures of paragraph B. (2) of this clause for violations of the Act by its subcontractors by an amount not to exceed the amount of profit or fee reflected in the subcontract at the time the subcontract was first definitively priced.
- (4) In addition to the remedies in paragraphs B. (1) and B. (3) of this clause, the Government may terminate this contract for default. The rights and remedies of the Government specified herein are not exclusive, and are in addition to any other rights and remedies provided by law or under this contract.

**8. PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT**

- A. The Government suspends or debars contractors to protect the Government's interests. Contractors must not enter into any subcontract equal to, or in excess of, the small purchase limitation of \$25,000 with a contractor that has been debarred, suspended, or proposed for debarment unless the acquiring agency's head or designee determines there is a compelling reason for such action (FAR 9.405).
- B. The contractor must require each proposed first-tier subcontractor, whose subcontract shall exceed the small purchase limitation of \$25,000, to disclose to the contractor, in writing, whether as of the time of award of the subcontract, the subcontractor, or its principals, is or is not debarred, suspended, or proposed for debarment by the Federal Government.

- C. A corporate officer or a designee of the contractor must notify the contracting officer, in writing, before entering into a subcontract with a party that is debarred, suspended, or proposed for debarment (See FAR 9.404 for information on the List of Parties Excluded from Federal Procurement Programs). The notice must include the following:
- (1) The name of the subcontractor;
  - (2) The contractor's knowledge of the reasons for the subcontractor being on the List of Parties Excluded from Federal Procurement Programs;
  - (3) The compelling reason(s) for doing business with the subcontractor notwithstanding its inclusion on the List of Parties Excluded from Federal Procurement Programs;
  - (4) The systems and procedures the contractor has established to ensure that it is fully protecting the Government's interests when dealing with such subcontractor in view of the specific basis for the party's debarment, suspension, or proposed debarment.

## **9. COMMODITY SPECIFICATIONS**

### **A. Domestic Origin**

- (1) The product delivered under this announcement must be produced in the United States from commodities produced in the United States.
- (2) For purposes of this section, the following definition applies:

"Produced in the United States" means manufactured, processed, mined, harvested, or otherwise prepared for sale or distribution, from components originating in the United States. Components originating in the United States which have been exported, and subsequently imported back into the United States, will not be considered as having been produced in the United States.
- (3) The contractor must maintain records to verify that during the contract shipping period, at the point of packaging or, in the case of bulk commodities, at the point of delivery to CCC, the product was in compliance with the domestic origin requirements of this section of the announcement. (See Article 76 of USDA-1)
- (4) CCC will randomly conduct domestic origin compliance reviews to determine if the product delivered to CCC was produced and manufactured in the U.S. from materials produced and manufactured in the U.S. Upon request, the contractor must submit documentation substantiating compliance to the contracting officer for review. This documentation may include procurement, production, inventory, delivery, and any other pertinent records. Onsite reviews may also be performed, at the discretion of CCC.

B. Specifications

Bags must be constructed in accordance with Appendix 2 of this announcement. CCC reserves the right to inspect the facility and supplies under the contract as provided in Articles 53 and 54 of USDA-1.

**10. QUALITY ASSURANCE**

- A. The inspection required by Article 54 of USDA-1 will be performed by contractors and verified using the TQSA program. Contractors are required to notify KCCO immediately of lots that fail to meet contract requirements.
- B. Contractor must not ship the product unless the containers and markings meet the approved quality level verified by the TQSA program and all contract requirements. Any lot scheduled for shipment that does not meet these requirements constitutes rejection to the contractor of such lot. Contractors assume all risks and liabilities that arise with respect to the failure of the shipped product to meet contract specifications.
- C. The TQSA program is a method of contractor verification and shall not relieve contractors of their responsibility to deliver a product which complies with all contractual and specification requirements.
- D. If the contractor becomes TQSA non-compliant after contract is awarded and through execution of contract, the contracting officer may terminate contract for default.

**11. SHIPMENT AND DELIVERY**

- A. Shipment and delivery must be made in accordance with this announcement and Articles 56 and 64 of USDA-1.
- B. The quantity of the product delivered must be evidenced by signed and dated consignee's receipt, warehouse receipt, dock receipt, or other similar document acceptable to CCC.
- C. CCC retains the option to accelerate or delay delivery date to meet program or vessel arrival changes.
- D. If CCC orders delivery of the bags or twine in a manner or to destinations other than those specified in the invitation, any additional cost in transportation or services shall be for the account of CCC and any savings will accrue to CCC.
- E. Title and risk of loss will pass to CCC on the date of delivery, as evidenced by a signed and dated consignee's receipt, warehouse, dock receipt, or other similar document acceptable to CCC.

- F. Suppliers of commodities, products and/or services shall be responsible for placing a seal(s) on all doors of each transportation conveyance upon completion of loading or servicing. The seal number (s) shall be entered on the bill of lading, which must be signed or acknowledged by the carrier or its agent. Seals shall be sequentially numbered, barrier-type and meet the American Society for Testing and Materials (ASTM) Standards. Seals shall be 1/8-inch diameter cable, high security bolt, or equivalent.

Information on ASTM Standards may be found at [www.astm.org](http://www.astm.org).

## **12. LIQUIDATED DAMAGES**

- A. Compensation to CCC of liquidated damages for delay in delivery will be payable in accordance with Article 67 of USDA-1, and will be at the rate of \$25.00 per thousand bags per day, and \$2.50 per carton per day for twine for each day of delay in delivery of contract quantities.
- B. Liquidated damages for late delivery begin on the day after the date required by notification to the contractor of delivery requirements or any extensions thereto, whichever is latest, and continuing thereafter until the date of actual delivery to CCC or termination of the contract by CCC.

## **13. INVOICES AND PAYMENT**

- A. Invoicing and payment will be handled in accordance with Article 70, USDA-1. Invoices must be mailed to:
- Kansas City Finance Office  
Financial Operations Division  
Payment Certification Branch  
Stop Code 8578  
P.O. Box 419205  
Kansas City, MO 64141-6205
- B. The Debt Collection Improvement Act of 1996 amended U.S.C. 3332 to require Federal agencies to convert all Federal payments from checks to electronic fund transfers. Payments may be made directly to a financial banking institution. To receive payments electronically, Standard Form 3881, ACH Vendor/Miscellaneous Payment Enrollment Form must be completed. If you have questions or would like these forms mailed to you, contact Commodity Financial Operations Division, Payment Certification Branch.

#### **14. INQUIRIES**

Inquiries pertaining to USDA-1 and this announcement should be directed to:

Kansas City Commodity Office  
Bulk Commodities Division  
Inventory Management Branch  
Stop Code 8748  
P.O. Box 419205  
Kansas City, MO 64141-6205

/s/

George W. Aldaya  
Director  
Kansas City Commodity Office

UNITED STATES  
DEPARTMENT OF  
AGRICULTURE

EFFECTIVE: MARCH 1, 2005

COMMODITY  
CREDIT  
CORPORATION

KANSAS CITY  
COMMODITY OFFICE  
P.O. BOX 419205  
KANSAS CITY, MO 64141-6205

**APPENDIX 2**  
**Packaging and Marking Specifications**  
**ANNOUNCEMENT KC-P-BAGS-308**  
**PURCHASE OF**  
**BAGS AND TWINE**  
**FOR USE IN EXPORT PROGRAMS**



# **TABLE OF CONTENTS**

## **APPENDIX 2**

### **Packaging & Marking Specifications**

	<u>Page</u>
<b>PART 1. BASIC PROVISIONS .....</b>	<b>1</b>
1.1 PURPOSE .....	1
1.2 USDA RESPONSIBILITIES .....	1
1.3 APPROVAL OF ALTERNATIVE PACKAGING.....	1
1.4 INQUIRIES .....	2
1.5 LIABILITY .....	2
1.6 INQUIRIES FOR FEDERAL SPECIFICATIONS AND STANDARDS .....	2
1.7 QUALITY CONTROL.....	3
<b>PART 2. GENERAL REQUIREMENTS.....</b>	<b>3</b>
2.1 CONTAINERS AND MATERIALS .....	3
<b>PART 3. CONTAINER AND PACKAGING REQUIREMENTS.....</b>	<b>4</b>
3.1 50-KILOGRAM WOVEN POLYPROPYLENE BAGS.....	4
3.2 SEWING OF BAG SEAMS .....	5
3.3 PERFORMANCE TEST PROCEDURES .....	5
3.4 TEST FREQUENCY .....	6
3.5 BAG SIZE REQUIREMENTS.....	7
3.6 BALING REQUIREMENTS.....	7
3.7 TWINE SPECIFICATIONS.....	7
<b>PART 4. MARKING REQUIREMENTS .....</b>	<b>8</b>
4.1 MARKINGS .....	8
4.2 MARKING EXHIBITS .....	9
4.3 EMPTY BAG DIMENSIONS.....	11
4.4 CONTAINERS WITH INCORRECT MARKINGS.....	11
4.5 BAG MANUFACTURERS IDENTIFICATION.....	11
4.6 VERIFICATION OF MARKINGS.....	12
<b>PART 5. EXHIBITS SMR-1 THROUGH SMR-4 &amp; LMR-1 THROUGH LMR-9</b>	



# **APPENDIX 2 TO ANNOUNCEMENT KC-P-BAGS-308 PURCHASE OF BAGS AND TWINE FOR USE IN EXPORT PROGRAMS**

## **Packaging and Marking Specifications**

### **PART 1. BASIC PROVISIONS**

#### **1.1 PURPOSE**

- A. This appendix outlines the packaging and marking requirements, container specifications, and procedures for the approval of containers and packaging materials used in shipments for bags and twine export food donation programs.
- B. This appendix supersedes all previous packaging requirements and specifications outlined in handbooks, announcements, or notices.
- C. Changes to this appendix will be issued periodically in the form of amendments to the announcement. Contractors are advised to ensure that all subcontractors, e.g., container and packaging material manufacturers, are familiar with the requirements on a contract-by-contract basis.

#### **1.2 USDA RESPONSIBILITIES**

- A. The Deputy Administrator, Commodity Operations (DACO), USDA-FSA, Washington DC, is responsible for approving the use of all containers and packaging materials.
- B. The Kansas City Commodity Office (KCCO) is responsible for accepting or rejecting commodities, containers, and packaging materials on a contract-by-contract basis.

#### **1.3 APPROVAL OF ALTERNATIVE PACKAGING**

- A. To request approval of alternative container or packaging material, commodity suppliers or package manufacturers must submit a written request to DACO including the construction specification and any supporting evidence of performance such as:
  - (1). Laboratory test data
  - (2). Reports of field testing
  - (3). History of successful use in commercial channels
  - (4). Environmental impact
- B. The supporting evidence must show that the proposed alternative container or packaging material will perform as well as the container(s) or packaging material(s) currently specified and authorized for use.

- C. The proposed alternative container or packaging material must have an environmental impact equal to or less than the container(s) or packaging material(s) currently specified and authorized for use. Commodity suppliers or package manufacturers must consider the environmental impact of each stage from manufacture, through its use, to waste management (reuse, recycle, or disposal).
- D. In response to requests DACO will do one or more of the following:
1. Request that samples of the container or packaging material be sent for further evaluation to a testing laboratory.
  2. Require test shipments of filled containers.
  3. Deny the use of the container or packaging material.
  4. Authorize the use of the container or packaging material, in writing, based on the information submitted, environmental impact evaluation, and/or completion of successful testing. The written authorization must be made available to the applicable inspection agency upon request.

#### **1.4 INQUIRIES**

Inquiries concerning these specifications or the approval of alternative containers should be directed to:

USDA/FSA/DACO  
STOP 0551  
Room 5755 – South Bldg  
1400 Independence Avenue SW  
Washington, DC 20250-0551  
ATTN: Packaging

#### **1.5 LIABILITY**

In accordance with Article 60 of USDA-1, CCC's contractor will be liable if containers or packaging materials do not meet contract requirements.

#### **1.6 INQUIRIES FOR FEDERAL SPECIFICATIONS AND STANDARDS**

For copies of referenced Federal specifications and standards contact:

GSA Federal Supply Service Bureau  
Specifications Section (3FBP-W)  
470 East L 'Enfant Plaza SW, Suite 8100  
1400 Independence Avenue SW  
Washington, DC 20407  
Phone: 202-619-8925

## **1.7 QUALITY CONTROL**

To verify that containers or packaging materials continue to meet the applicable construction and performance specifications, the following steps are in effect under the authority of Article 54 of USDA-1.

- A. At the contractor's plant, during TQSA program audits, auditors will select random samples of the containers or packaging materials intended for use in shipment of the product.
- B. In-plant testing and/or verification processes must be sufficient to ensure continual compliance with applicable construction and performance specifications.
- C. In-plant testing and/or verification processes will be reviewed and evaluated during all TQSA program audits.

## **PART 2. GENERAL REQUIREMENTS**

### **2.1 CONTAINERS AND MATERIALS**

- A. Unless otherwise specified, all containers and packaging materials must be:
  - 1. Constructed as specified in this appendix and any referenced specifications, or as authorized in writing by DACO.
  - 2. New and made of components and by processes which will not impart an odor, flavor, color, or other objectionable characteristic to the product being packaged.
  - 3. Constructed to meet the requirements of the Food and Drug Administration (FDA) for safe contact with the packaged product. All packaging must be constructed to meet Model Coalition of Northeast Governors (CONEG) legislation, as amended.
  - 4. All ingredients and additives used to manufacture the fabric and/or bags must be 100 percent domestic origin. In addition, the polymer used must be 100 percent virgin polymer with no recycled material. Rework product will be limited to excess material produced during the initial extrusion process and will be limited to the amount produced during normal continuous operation. A system to identify and document this process must be in place for review during TQSA program audits.
  - 5. Stored and transported in a manner that will prevent damage and deterioration and is suitable for the packaging of food products.

- B. All containers and packaging materials must be manufactured and assembled in the United States. The components that make up the fabricating materials of the containers and packaging materials must be of U.S. origin to the extent that they are commercially available. Questions concerning the availability of a material should be directed to:

USDA/FSA/DACO  
STOP 0551  
Room 5755 – South Bldg.  
1400 Independence Avenue SW  
Washington, DC 20250-0551  
Phone: 202-720-5074  
ATTN: Packaging

- C. The contractor must maintain records to verify that during the contract shipping period, at the point of packaging, the containers and packaging materials were in compliance with paragraph 2.1.B. See Article 76 of USDA-1.
- D. Filled containers must be safe for individuals coming in contact with them during handling, stacking, and storage operations.
- E. The weight capacity of a container, e.g., 50 kg bag, is defined as a container designed to hold 50 kilograms of product.

## **PART 3. CONTAINER AND PACKAGING REQUIREMENTS**

### **3.1 50-KILOGRAM WOVEN POLYPROPYLENE BAGS**

- A. Woven polypropylene fabric AND Circular-woven style bags
1. The manufacturer and fabric construction must be authorized for use, in writing, by DACO.
  2. The color of the fabric must be white, unless otherwise specified. Colored identifying marker yarn(s) must be woven into the fabric by the manufacturer. The color(s) of the marker yarn(s) must be approved, in writing by DACO. Information on approval of manufacturer and associated marker yarn will be posted on the USDA, FSA, DACO, Internet page at: <http://www.fsa.usda.gov/daco/pdd/bags.htm>
  3. The polymer in the fabric must be 100 percent virgin polypropylene.
  4. The fabric in an unstressed state must permit a minimum air flow of 3 cubic feet per minute per square foot and a maximum of 30 cubic feet per minute per square foot, when tested in accordance with ASTM Test Method D737, as amended.
  5. The fabric must be finished by coating or other suitable method to prevent slippage. Individual test results must be 28 degrees or greater, when tested in accordance with TAPPI Test Method T-503-OM-84. The fabric must accept and retain printing ink that will not rub or flake off to a degree where legibility is impaired.

6. The fabric must be capable of resisting ultraviolet deterioration for a minimum of 200 hours of exposure in a weatherometer, when tested in accordance with Test Method 5804-Federal Standard 191, as amended. The fabric must retain 70 percent of its original minimum tensile strength in each direction, after 200 hours exposure, when tested in accordance with Test Method ASTM D 5034 (Grab Test), as amended.
7. Bags may be flat tube or gusseted.

### **3.2 SEWING OF BAG SEAMS**

- A. All bag seams must be sewn in a manner which prevents the product from leaking through the seams during handling, storage, and distribution.
- B. The color of the sewing thread must be natural or white. The tensile strength of the sewn seams must not be less than the tensile strength of the fabric in the body of the bag.
- C. The top and bottom of the bag must be heat cut or otherwise finished to prevent fraying or unraveling of the fabric during distribution. The bottom seam must be constructed in accordance with Federal Standard 751a, SSn-1 Single Turnover, as amended. A minimum of 4 stitches per inch is required.

### **3.3 PERFORMANCE TEST PROCEDURES**

- A. All bags must be capable of withstanding the following performance test for impact resistance.
  1. Ten filled and sealed bags must each survive a single drop test on the butt and side on a shock machine that produces for each test a velocity change of 195 inches per second using a shock duration of .002 seconds without loss of product.
  2. Testing must be conducted under standard temperature (73.4 °F plus or minus 1.8 °F) and relative humidity (50 plus or minus 2%) conditions.
  3. Filled bags must be placed in the conditioned atmosphere for sufficient time before the tests are conducted for the bag materials to come to equilibrium.
  4. Bags submitted under this performance specification must conform to all other applicable material, construction, and performance specifications.

## B. Test Laboratories

Independent or private laboratories known to be capable of conducting the performance test for impact resistance described in paragraph 3.4 are as follows:

- |   |  |
|---|--|
| 1. Lansmont Corporation<br>1287 Reamwood<br>Sunnyvale, CA 94089<br>(408) 734-9724<br><a href="http://www.lansmont.com">www.lansmont.com</a> | 3. Rutgers University<br>Packaging Science &<br>Engineering Dept<br>PO Box 909<br>Piscataway, NJ 08854<br>(201) 932-3679 |
| 2. Michigan State University<br>School of Packaging<br>East Lansing, MI 48824-1223<br>(517) 355-9580  | 4. Ten-E Packaging Services, Inc.<br>1666 County Rd 4<br>Newport, MN 55123<br>(612) 459-1430                             |

## 3.4 TEST FREQUENCY

- A. All testing specified in this appendix must be performed and documented to qualify a fabric/bag construction for approval by DACO and in accordance with the frequencies outlined below. The fabric construction and test results must be submitted to DACO for review. All approvals will be confirmed in writing.
- B. The air permeability and ultraviolet resistance tests must, as a minimum, be performed annually and when a change in the formulation/design of the fabric is being made.
- C. The performance test for impact resistance must be performed when a change in the formulation/design of the fabric is being made.
- D. The slide angle test must, as a minimum, be performed in-house for every 10,000 lineal meters of fabric production. Testing performed in-house is not required to be performed under the specified temperature and humidity requirements. In addition, the slide angle test must, as a minimum, be performed annually by an outside testing facility and when a change in the formulation/design of the fabric is being made. This testing must be performed in accordance with all contract requirements, including the specified temperature and humidity.
- E. USDA will periodically require suppliers to submit Declaration Sheets which describe the construction, origin, and test results of approved fabric/bags. Declaration sheets must also be submitted when a change in the formulation/design of the fabric is being made. A blank Declaration Sheet can be obtained from KCCO/Bulk Commodities Division.
- F. All supporting test and quality control documentation must be retained and made available for review by USDA for a minimum of three years after final payment under the contract.

- G. USDA will periodically obtain samples of bags produced under contract and submit the samples for testing to verify that the bags were produced in accordance with the contract requirements. USDA will be responsible for the cost of testing bags determined to be constructed in compliance. Suppliers will be responsible for the cost of testing bags determined not to be in compliance and in-plant audits by USDA personnel to determine if corrective actions have been taken.
- H. A change in the formulation/design of the fabric requires approval by DACO, in writing, in accordance with Part 1, paragraphs 1.3 and 1.4 of this appendix.

### **3.5 BAG SIZE REQUIREMENTS**

Circular woven polypropylene bags must have the finished bag-size of 23 inches by 39 inches, unless otherwise specified by the contracting officer.

### **3.6 BALING REQUIREMENTS**

- A. Bags must be baled with 1,000 polypropylene bags to the bale.
- B. Bags designated to be top loaded with bulk grain must be baled for export with a minimum 14 gauge steel wire, or a minimum of 3/8-inch wide by 0.015-inch thick steel strapping, or minimum ½ -inch polypropylene strap of sufficient strength to withstand export distribution. The wire or straps must be positioned as follows:

Five girth wires approximately equal distance apart. The bags shall be baled in a manner that would protect the finished product during storage and shipment.

- C. Required dimensions and counts must be verified by in-plant quality control processes.

### **3.7 TWINE SPECIFICATIONS**

- B. Hand sewing twine must meet the following minimum requirements:
  - 1. 10 or 12 ply 4-inch cotton sail twine.
  - 2. 2,100 ft/lb polypropylene twine with an average tensile strength of 55 pounds.
  - 3. Twine will be in 50 pound many-end rolls.
- C. Machine sewing, high speed twine, on 8-ounce cones must meet the following minimum requirements:
  - 1. 0.97-lb – 13/4 ply polyester per 1,000 bags.  
or
  - 2. 1.12 lb – 12/4 ply polyester-cotton per 1,000 bags.
- D. Twine and thread must meet the domestic origin requirements outlined in Part 2. Section 2.1.4 of this appendix.

## PART 4. MARKING REQUIREMENTS

### 4.1 MARKINGS

- A. The bag must be marked in the color specified in the markings exhibits. Any markings not shown on the exhibits must be printed in blue. When printed on the bag, the colors blue and red must match the Pantone Matching System (PMS) chart numbers 280 and 200, respectively, to the extent practicable.
- B. All dimensions are approximate. Unless otherwise specified, all characters must be in normal block print.
- C. The letters USA must be Univers black (75) oblique, or Helvetica extra bold with 70% scaling and -70 tracking or equivalent to match the style as shown in the exhibits. The letters USA must be 6 ½ inches high and 12 ½ inches in total width. The three stripes adjacent USA must be 1 ¼ inches high and printed as close to the edges of the bag as possible, not to exceed 1 ½ inches from any edge.
- D. The USAID logo must be printed in the same style as shown in the markings exhibits, sized approximately 6 ¼ inches in diameter. The USDA logo must be 5 ½ inches high and 7 ¾ inches in total width, see exhibits.
- E. The commodity name must be 1 ½ inch print. Immediately below the commodity name on the front and back panels insert additional commodity description in 5/8 inch print, if applicable.
- ✓.. F. The net weight, contract number and the statement “NOT TO BE SOLD OR EXCHANGED” must be ¾ inch print. The contract number, net weight, and Standard Marking Requirement (SMR) or Language Marking Requirement (LMR) number should be at the bottom of the bag, centered, see exhibits. The SMR or LMR number and the bag dimensions must be centered at the bottom of the bag as small as possible yet legible, see exhibits.
- G. The symbol indicating “USE NO HOOKS” must be 2 ¾ inches in height.
- H. The US Flag must be 7 inches high and 12 ¾ inches in total width, on the back of the applicable bag, see exhibits.
- ✓.. I. The language markings for LMR-1, LMR-3, LMR-4, LMR-5, LMR-7, and LMR-8 should be sized approximately 1 5/8 inches, see exhibits. The language marking for LMR-2 and LMR-6 should be sized to fit as shown in the exhibit.
- J. Lot numbers, production codes or any other means of identification required to meet the traceability requirement for TQSA or FGIS may be printed on the back of the bag in the bottom right or left corners and must be as small as possible, yet legible.



## 4.2 MARKING EXHIBITS

The Kansas City Commodity Office will furnish required markings within two business days after the date of the contract. The procurement of containers should be deferred for at least two business days after the date of the contract. The following standard marking requirements may be requested under the contract:

### Standard Marking Requirement #1 (SMR-1)

#### **USAID – Distribution**

Front: USA with stripes, the commodity name, the words "NOT TO BE SOLD OR EXCHANGED," USAID logo, contract number, net weight, dimensions, "SMR-1," and use no hooks symbol.

See exhibit SMR-1, front.

Back: US Flag in place of the USA with stripes, otherwise same as front. See exhibit SMR-1, back.

### Standard Marking Requirement #2 (SMR-2)

#### **FAS - Distribution**

Front: USA with stripes, the commodity name, the words "NOT TO BE SOLD OR EXCHANGED," USDA logo, contract number, net weight, dimensions, "SMR-2", and use no hooks symbol.

See exhibit SMR-2, front.

Back: Identical. See exhibit SMR-2, back.

### Standard Marking Requirement #3 (SMR-3)

#### **USAID – Monetization**

Front: USA with stripes, the commodity name, USAID logo, contract number, net weight, dimensions, "SMR-3," and use no hooks symbol. See exhibit SMR-3, front.

Back: US Flag in place of the USA with stripes, otherwise, same as front. See exhibit SMR-3, back.

### Standard Marking Requirement #4 (SMR-4)

#### **FAS or USAID - Monetization**

Front: USA with stripes, the commodity name, contract number, net weight, dimensions, "SMR-4," and use no hooks symbol. See exhibit SMR-4, front.

Back: Identical. See exhibit SMR-4, back.

### Language Marking Requirement #1 (LMR-1)

#### **USAID – Distribution for North Korea**

Front: USA with stripes, the commodity name, the words "NOT TO BE SOLD OR EXCHANGED," USAID logo, contract number, net weight, dimensions, and "LMR-1." See exhibit LMR-1, front.

Back: US Flag, the commodity name, North Korean language panel, and "LMR-1" only. See exhibit LMR-1, back.

### Language Marking Requirement #2 (LMR-2)

#### **USAID – Distribution for Afghanistan, with Pashtu and Dari**

Front: USA with stripes, the commodity name, the words "NOT TO BE SOLD OR EXCHANGED," USAID logo, contract number, net weight, dimensions, and "LMR-2." See exhibit LMR-2, front.

Back: US Flag, the commodity name, Pashtu and Dari language panel, and "LMR-2" only. See exhibit LMR-2, back.

#### Language Marking Requirement #3 (LMR-3)

##### **USAID – Distribution for South Africa Region**

Front: USA with stripes, the commodity name, the words "NOT TO BE SOLD OR EXCHANGED," USAID logo, contract number, net weight, dimensions, and "LMR-3." See exhibit LMR-3, front.

Back: US Flag, the commodity name, English language panel, and "LMR-3" only. See exhibit LMR-3, back.

#### Language Marking Requirement #4 (LMR-4)

##### **USAID – Distribution for Iraq with Arabic**

Front: USA with stripes, the commodity name, the words "NOT TO BE SOLD OR EXCHANGED," USAID logo, contract number, net weight, dimensions, and "LMR-4." See exhibit LMR-4, front.

Back: US Flag, the commodity name, Arabic language panel, and "LMR-4" only. See exhibit LMR-4, back.

#### Language Marking Requirement #5 (LMR-5)

##### **FAS – Distribution for North Korea**

Front: USA with stripes, the commodity name, the words "NOT TO BE SOLD OR EXCHANGED," USDA logo, contract number, net weight, dimensions, and "LMR-5." See exhibit LMR-5, front.

Back: USA with stripes, the commodity name, North Korean language panel, and "LMR-5" only. See exhibit LMR-5, back.

#### Language Marking Requirement #6 (LMR-6)

##### **FAS – Distribution for Afghanistan, with Pashtu and Dari**

Front: USA with stripes, the commodity name, the words "NOT TO BE SOLD OR EXCHANGED," USDA logo, contract number, net weight, dimensions, and "LMR-6." See exhibit LMR-6, front.

Back: USA with stripes, the commodity name, Pashtu and Dari language panel, and "LMR-6" only. See exhibit LMR-6, back.

#### Language Marking Requirement #7 (LMR-7)

##### **FAS – Distribution for South Africa Region**

Front: USA with stripes, the commodity name, the words "NOT TO BE SOLD OR EXCHANGED," USDA logo, contract number, net weight, dimensions, and "LMR-7." See exhibit LMR-7, front.

Back: USA with stripes, the commodity name, English language panel, and "LMR-7" only. See exhibit LMR-7, back.

#### Language Marking Requirement #8 (LMR-8)

##### **FAS – Distribution for Iraq with Arabic**

Front: USA with stripes, the commodity name, the words "NOT TO BE SOLD OR EXCHANGED," USDA logo, contract number, net weight, dimensions, and "LMR-8." See exhibit LMR-8, front.

Back: USA with stripes, the commodity name, Arabic language panel, and "LMR-8" only. See exhibit LMR-8, back.

### **4.3 EMPTY BAG DIMENSIONS**

- A. All bags must be marked with the empty dimensions as follows:

Gusseted Bags

Face Width X Gusseted Width X Finished Length

Flat Tubes Bags

Face Width X Finished Length

- B. The dimensions should be printed at the bottom of the bag, centered, see exhibits.
- C. The finished size of the circular woven polypropylene bags will be determined by the contractor, unless otherwise specified by the contracting officer.

### **4.4 CONTAINERS WITH INCORRECT MARKINGS**

- A. Containers displaying incorrect markings may be used provided that the incorrect markings are obliterated and correct markings are applied in a permanent manner with approval of the Contracting Officer.
- B. The contractor must take necessary action, in accordance with USDA-1, Article 62, to prevent the appearance in commercial or other channels of containers and container materials bearing markings required under the contract, including those held by the contractor or others, e.g., overruns, misprints.

### **4.5 BAG MANUFACTURERS' IDENTIFICATION**

Bag maker's name, identifying symbol, code or trade name may appear on each bag as small as possible, yet legible. If identifying symbols, code or trade names are used, they must be placed on record with:

Textile Bag and Packaging Association  
Attn: Connie McCuan-Kirsch  
P.O. Box 286  
Harrison, OH 45030

and

USDA/FSA/DACO  
Attn: Packaging  
STOP 0551-S  
1400 Independence Avenue SW  
Washington, D.C. 20250-0551

#### **4.6 VERIFICATION OF MARKINGS**

- A. The contractor must supply CCC with one sample bag from each contract purchased hereunder for bag markings specifications. Mail bag to:

Kansas City Commodity Office  
BCD/IMB, Stop #8748  
6501 Beacon Drive  
Kansas City, MO 64133-4676



**COMMODITY NAME**

**NOT TO BE SOLD OR EXCHANGED**

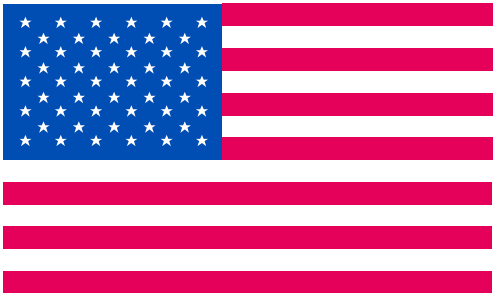


**CONTRACT ABCD01234**

**NET WEIGHT: 50 kg, 110.23 lb.**

**23 x 39**

**SMR-1**



**COMMODITY NAME**

**NOT TO BE SOLD OR EXCHANGED**



**CONTRACT ABCD01234**

**NET WEIGHT: 50 kg, 110.23 lb.**

**23 x 39**

**SMR-1**





**COMMODITY NAME**

NOT TO BE SOLD OR EXCHANGED



**CONTRACT ABCD01234**

NET WEIGHT: 50 kg, 110.23 lb.

23 x 39

SMR-2



**COMMODITY NAME**

NOT TO BE SOLD OR EXCHANGED



**CONTRACT ABCD01234**

NET WEIGHT: 50 kg, 110.23 lb.

23 x 39

SMR-2





**COMMODITY NAME**

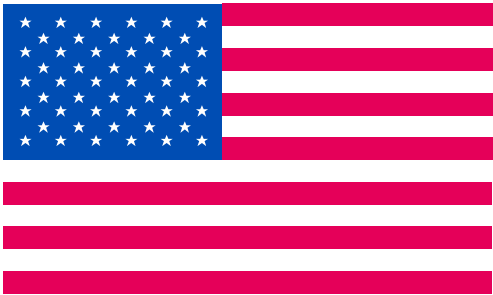


**CONTRACT ABCD01234**

NET WEIGHT: 50 kg, 110.23 lb.

23 x 39

SMR-3



**COMMODITY NAME**



**CONTRACT ABCD01234**

NET WEIGHT: 50 kg, 110.23 lb.

23 x 39

SMR-3



COMMODITY NAME



CONTRACT ABCD01234

NET WEIGHT: 50 kg, 110.23 lb.

23 x 39

SMR-4



COMMODITY NAME



CONTRACT ABCD01234

NET WEIGHT: 50 kg, 110.23 lb.

23 x 39

SMR-4





COMMODITY NAME

NOT TO BE SOLD OR EXCHANGED





CONTRACT ABCD01234

NET WEIGHT: 50 kg, 110.23 lb.

23 x 39

LMR-1



COMMODITY NAME

미국에서  
보내온 선물

LMR-1



**COMMODITY NAME**

**NOT TO BE SOLD OR EXCHANGED**

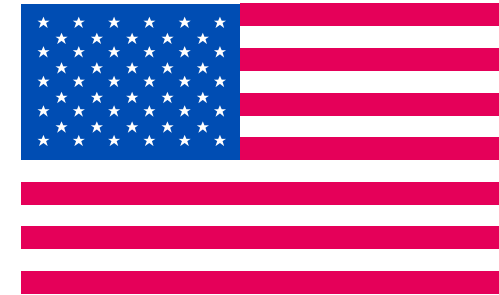


**CONTRACT ABCD01234**

**NET WEIGHT: 50 kg, 110.23 lb.**

**23 x 39**

**LMR-2**



**COMMODITY NAME**

د امریکا د متحده ایالاتو  
د خلکو سوغات

تحفه مردم  
ایالات متحده امریکا

LMR-2



**COMMODITY NAME**

**NOT TO BE SOLD OR EXCHANGED**

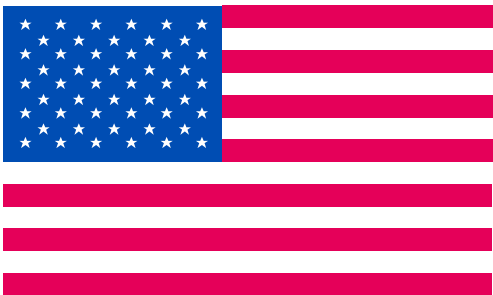


**CONTRACT ABCD01234**

**NET WEIGHT: 50 kg, 110.23 lb.**

**23 x 39**

**LMR-3**



**COMMODITY NAME**

**Gift of the People of the  
United States of America**

LMR-3



**COMMODITY NAME**

**NOT TO BE SOLD OR EXCHANGED**

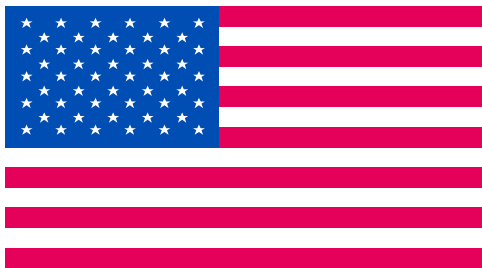


**CONTRACT ABCD01234**

**NET WEIGHT: 50 kg, 110.23 lb.**

**23 x 39**

**LMR-4**



**COMMODITY NAME**

هدية من  
الشعب الأمريكي

LMR-4



COMMODITY NAME

NOT TO BE SOLD OR EXCHANGED



CONTRACT ABCD01234

NET WEIGHT: 50 kg, 110.23 lb.

23 x 39

LMR-5



COMMODITY NAME

미국에서  
보내온 선물

LMR-5



**COMMODITY NAME**

NOT TO BE SOLD OR EXCHANGED



**CONTRACT ABCD01234**

NET WEIGHT: 50 kg, 110.23 lb.

23 x 39

LMR-6



**COMMODITY NAME**

د امریکا د متحده ایالاتو  
د خلکو سوغات

تحفه مردم  
ایالات متحده امریکا

LMR-6



**COMMODITY NAME**

NOT TO BE SOLD OR EXCHANGED



**CONTRACT ABCD01234**

NET WEIGHT: 50 kg, 110.23 lb.

23 x 39

LMR-7



**COMMODITY NAME**

**Gift of the People of the  
United States of America**

LMR-7



COMMODITY NAME

NOT TO BE SOLD OR EXCHANGED



CONTRACT ABCD01234

NET WEIGHT: 50 kg, 110.23 lb.

23 x 39

LMR-8



COMMODITY NAME

هدية من  
الشعب الأمريكي

LMR-8